

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX**

QUALITY CARRIERS, INC.¹

Employer

and

Case 06-RC-267184

**TEAMSTERS LOCAL 341 a/w INTERNATIONAL
BROTHERHOOD OF TEAMSTERS²**

Petitioner

DECISION AND DIRECTION OF ELECTION

Teamsters Local 341, a/w International Brotherhood of Teamsters (the “Petitioner”) filed the petition in this matter under Section 9(c) of the National Labor Relations Act, as amended (the “Act”), seeking to represent a unit of mechanics employed by Quality Carriers, Inc. (the “Employer”) at its Coraopolis, Pennsylvania facility. The Employer maintains that the unit sought by the Petitioner is inappropriate, instead arguing that the only appropriate unit must also include mechanics at its Parker, Pennsylvania facility, approximately 60 miles away from Coraopolis. The Employer employs eight mechanics between the two facilities.

A hearing officer of the National Labor Relations Board (the “Board”) held a videoconference hearing in this matter on October 27, 2020.³ The Employer presented witness testimony and documentary evidence, and subsequently filed a post-hearing brief.⁴ Having considered the record and relevant Board law, I find that the Employer has met its burden in establishing that the petitioned-for single-facility unit is inappropriate, and that the appropriate unit must include mechanics at both the Coraopolis and Parker locations.

To give context for my discussion of this matter, I first provide brief background information of the Employer’s operation. I then review the relevant Board law applying to disputes concerning single versus multi-location units. Next, I apply Board law to the facts of this case. Lastly, I state my conclusions and findings.

¹ The Employer’s name appears here as amended by the parties.

² The Petitioner’s name appears here as amended by the parties.

³ Hereinafter all dates occurred in 2020, unless otherwise noted.

⁴ At the hearing, the Hearing Officer rejected Petitioner’s responsive statement of position (“RSOP”), pursuant to my direction, because Petitioner failed to timely serve the RSOP on the Employer. Section 102.66(d) of the Board’s Rules and Regulations required Petitioner to timely serve the RSOP on the Employer, and because it failed to do so, I did not permit Petitioner to present evidence, examine witnesses, or present its argument related to the sole issue involved in this matter. I hereby affirm these rulings made on the record.

I. STATEMENT OF FACTS

A. Overview of the Employer's Operation

The Employer is the largest bulk chemical carrier in North America, with operations in the United States, Mexico, and Canada. It is headquartered in Tampa, Florida, and serves customers such as Dow, Honeywell, Coors, among others. A majority of the Employer's workforce is comprised of truck drivers who are domiciled at one of the Employer's many terminals located throughout the United States and North America. In support of its trucking fleet, the Employer employs approximately 200 mechanics who work at one of 33 shops, in locations paralleling most of the terminal networks.

The Employer operates Terminal number 159 located in Coraopolis, Pennsylvania.⁵ The Coraopolis terminal has been in operation for four years, and two years ago the Employer opened a shop in Parker to directly support that operation. Parker is approximately 60 miles from Coraopolis, and its location was chosen to extend the Coraopolis terminal because the Employer needed to expand its facilities, there was an available two-bay building in Parker, and the Employer had drivers, and thus equipment, domiciled in Parker. Aside from the Parker shop, there are no other locations that regularly support the Coraopolis terminal. Additionally, when the Employer reviews the profitability of the Coraopolis terminal, all expenses, costs, and labor for both the Coraopolis and Parker locations are included in that review—essentially both locations are one cost center.

Five mechanics are employed by the Employer at the Coraopolis terminal, and three mechanics are employed at the Parker shop. One of the three mechanics domiciled at the Parker shop is classified as a lead (senior) mechanic.⁶ That individual lives approximately halfway between the two shops and has been used by the Employer in both locations.

B. Control Over Daily Operations and Labor Relations at the Coraopolis and Parker Locations

Robert Young directly supervises the mechanics at both the Coraopolis and Parker shops, as there is no dedicated supervisor or manager at the Parker location. He is the only supervisor directly responsible for supervising the daily work of mechanics at both locations. Mr. Young is stationed at Coraopolis and sees the Coraopolis mechanics daily, and the record reflects that he visits the Parker shop approximately once every couple of weeks. He often communicates with the Parker mechanics by telephone. Mr. Young is also responsible for making overtime assignments, approving paid time off requests, and performing performance evaluations for mechanics at both facilities.

⁵ Hereinafter, any references to "Coraopolis" or "Parker" are to the locations in Pennsylvania.

⁶ There is no contention by either party that this individual is a supervisor as defined by Section 2(11) of the Act, or otherwise ineligible to vote in this election.

Mr. Young reports to Shaun Burkert, Regional Fleet Manager, who is responsible for managing six shops in the State of Ohio and the Commonwealth of Pennsylvania. Mr. Burkert reports to Scott Hunt, Vice-President of Fleet Operations. As part of his responsibilities, Mr. Hunt is responsible for the operation of the Employer's entire shop network, safety compliance, as well as the utilization of the equipment.

Neither the Coraopolis nor the Parker locations have a dedicated Human Resources (HR) representative. The Employer maintains a centralized HR group at its headquarters in Tampa, Florida that coordinates with the field locations as it relates to HR matters, whether it be hiring, counseling, etc. According to Mr. Hunt's testimony at the hearing, Mr. Young is the de facto HR presence for both Coraopolis and Parker.

Should either the Coraopolis or Parker shops need additional manpower, Mr. Hunt would contact Mr. Young to begin the hiring process. Mr. Young would then contact the centralized HR group, who would post job openings both internally and on public job boards.⁷ After applicant submissions, the HR group would review candidates to ensure that they meet the Employer's minimum standards. Following that initial review, the HR group would then forward the qualified applicants to Mr. Young who would then conduct interviews. Once Mr. Young identifies the successful applicant, he turns the process back over to the HR group who would extend the offer.

Newly hired employees at Coraopolis or Parker are provided with onboarding forms from the HR group, and Mr. Young then provides any needed assistance in completing those forms. He also meets with the new hires, gives them a tour of the shop they will be working in, and trains the new employees to use the Employer's time clock system, and further reviews all other terms and conditions of employment. The hiring and onboarding processes are the same whether the employee is starting in Coraopolis or Parker.

Should the need for disciplinary action arise, Mr. Young is the point person for both the Coraopolis and Parker locations. For example, if two mechanics are involved in a disagreement at work, Mr. Young will step in to separate the employees. After handling the immediate situation, Mr. Young then interfaces with the HR group who will conduct an investigation and gather facts as an unbiased party. HR will determine the appropriate course of action and will then hand off the matter to Mr. Young to effectuate the discipline. If the discipline rose to the level of termination, Mr. Burkert would likely get involved as a witness. The disciplinary process is the same for both locations.

C. Duties of the Mechanics at the Coraopolis and Parker Shops

The primary responsibilities of the mechanics involved herein are repairing trucks and trailers, ordering parts and supplies, inspecting equipment, conducting preventative maintenance

⁷ If a vacancy arose in either location, the Employer would first look internally and determine if there are any qualified mechanics in the other locations who are interested in the position.

on the equipment, among many other duties. Mechanics at both Coraopolis and Parker work on the same type of equipment, performing the same work using the same skills, and sometimes have the occasion to work on the same piece of equipment that a previous mechanic from the other location worked on.

Furthermore, Mr. Young provides mechanics at both the Coraopolis and Parker shops with their daily work assignments. Mr. Young participates in a daily call with the operations planner who coordinates equipment that will be arriving at either Coraopolis or Parker. Mr. Young will decide, on the call, whether incoming pieces of equipment should be routed to Coraopolis or Parker based on capacity at the locations. Mr. Young then needs to assess what type of equipment will be worked on, what repairs need to be made, and then assigns the work based on the skills of the mechanics.

D. Interchange of Mechanics Between Coraopolis and Parker

A majority of the two dedicated Parker mechanics' (not including the lead mechanic who travels between both facilities) time is spent working at Parker. However, according to Mr. Hunt, there are circumstances where mechanics will interchange between the two locations. Examples of situations that may necessitate interchange amongst the mechanics include filling vacant shifts due to paid time off; certain projects at one location require the skills of a mechanic domiciled at the other location; a new piece of equipment in one location can be used to train mechanics at the other location; over capacity at one location than the manpower at that facility can handle; and others. As an example, around two weeks prior to the hearing in this case, two of the three Parker mechanics were assigned to perform certain work at Coraopolis. As another example, a Coraopolis mechanic is scheduled to perform auxiliary truck camera installation work at Parker, approximately two weeks after the hearing date.

There is no evidence of permanent transfers between the two locations, or evidence that mechanics working at either Coraopolis or Parker have ever requested to be transferred to the other location.

E. Terms and Conditions of Employment

The mechanics at both shops are full-time, day shift employees, who work Monday through Friday. Aside from certain fluctuations in overtime assignments, the mechanics at both locations work approximately the same number of hours per week. Wage rates differ among the eight mechanics, and are largely based on individual experience and the skills that they possess, i.e. the ability to work on trucks, trailers, or whether they have inspection experience. The starting wage rates, and any increases in those rates, is not dependent on being domiciled at either location. Mechanics at both Coraopolis and Parker are subject to the same employee handbook; there are no corporate workplace policies that differ between the locations. The employee handbook contains a description of the benefits available to mechanics, all of which are available to mechanics irrespective of whether they work at Coraopolis or Parker.

The Employer does not code, for payroll purposes, mechanics based on their work location. Mechanics' timesheets do not specify which location the mechanic was working at on any given day; it only shows the hours worked. The Employer's time clock system for recording mechanics' hours worked is the same for both facilities.

Moreover, there are other terms and conditions that are the same between the facilities. Mechanics at both Coraopolis and Parker wear the same uniforms that are laundered by the same company. The Employer provides a tool allowance for all mechanics, which is the same for both locations. The mechanics' trainings may be site specific—for instance if there is an OSHA audit at either facility—or employees at both locations can be brought to the same location for a terminal-wide training.

Lastly, there is no history of collective bargaining at either Coraopolis or Parker.

II. BOARD LAW

The Board has stated that a petitioned-for single-facility unit is presumptively appropriate. See *Hilander Foods*, 348 NLRB 1200 (2006). That presumption is rebuttable, and it is the burden of the party seeking to deviate from the presumptively appropriate unit to present sufficient evidence to rebut the presumption. *Hilander Foods*, 348 NLRB at 1200; *J&L Plate Inc.*, 310 NLRB 429 (1993). Notwithstanding the heavy burden placed on the party opposing the petitioned-for single-facility unit, "[t]he Board has never held or suggested that to rebut the presumption a party must proffer 'overwhelming evidence . . . illustrating the complete submersion of the interests of employees at the single store,' nor is it necessary to show that 'the separate interests' of the employees sought has been 'obliterated.'" *Big Y Foods Inc.*, 238 NLRB 860, 861 fn. 4 (1978); see also *Trane*, 339 NLRB 866, 867 (2003).

In order to rebut the petitioned-for single-facility unit, a showing must be made that the petitioned-for unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. *Hilander Foods*, 348 NLRB at 1200. To determine whether the single-facility presumption has been rebutted, the Board examines several factors, including: "(1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange[;] (4) distance between locations; and (5) bargaining history, if any." *Id.*, citing *J&L Plate Inc.*, *supra*.

III. APPLICATION OF BOARD LAW TO THE FACTS

I find that the Employer has met its burden in rebutting the appropriateness of the petitioned-for single-facility unit because there is significant evidence to find centralized control of labor relations and daily operations between the shops, mechanics at both facilities perform the same functions, and there is evidence of employee interchange. Furthermore, I find that the distance between the facilities does not detract from the appropriateness of a multi-facility unit, especially in light of the evidence of centralized control of daily operations and labor relations,

common supervisor, and the identical skills, job functions, and working conditions that exists amongst all eight mechanics.

A. Centralized Control Over Daily Operations and Labor Relations

All supervisory functions and control of daily operations for both the Coraopolis and Parker shops are centralized at the Coraopolis terminal. Mr. Young is responsible for daily oversight of mechanics at both locations, including making assignments, approving paid time off requests, conducting training, issuing discipline (with approval of the centralized HR group), and interchanging mechanics if needed. There is no dedicated supervisor or manager at the Parker location; the mechanics domiciled at the Parker shop report directly to Mr. Young. “The complete absence of any separate supervision or other oversight” at the Parker location “necessarily leads to the conclusion” that the Parker location has no local autonomy apart from Coraopolis. *Trane*, 339 NLRB at 868, citing *Petrie Stores Corp.*, 266 NLRB 75, 76 (1983).

Mr. Young is also responsible for interviewing and hiring at both locations, with support from the centralized HR group. Whether a new mechanic is hired at Coraopolis or Parker, Mr. Young is responsible for onboarding the mechanic, making sure they understand the required forms, training them on the use of the Employer’s time clock system, giving them a tour of their assigned facility, reviewing all terms and conditions of employment, and conducting the necessary trainings. Additionally, Mr. Young is required to complete performance evaluations for all mechanics at both locations.

For the foregoing reasons, I find that the centralized control of daily operations and labor relations, and the complete lack of local autonomy at Parker, significantly weighs in favor of finding that the Employer has rebutted the single-facility presumption.

B. Similarity of Employee Skills, Functions, and Working Conditions

Mechanics at both locations have the same duties, job functions, and skills—repairing and otherwise working on trucks and trailers, as well as inspecting the same, both of which require the same skills. While some mechanics may have a higher degree of skill in performance of their duties, the skills needed are the same. There is simply no distinction between the work performed by the mechanics in Coraopolis from the work performed by mechanics at the Parker shop.

In addition, all eight mechanics work the same schedule, are subject to the same employee handbook, are supervised by Mr. Young, receive the same tool allowance, wear the same uniforms, and receive the same training. While wage rates differ among the mechanics, the basis for that difference is skill set and experience, not location.

For the foregoing reasons, I find that the similarity in mechanics’ skills, functions, and working conditions significantly weighs in favor of finding that the Employer has rebutted the single-facility presumption.

C. Employee Interchange and Distance Between Locations

The record also contains evidence of employee interchange. In most circumstances, the record reflects that mechanics interchange between the two facilities when specific projects dictate the same. According to Mr. Hunt's testimony, two Parker mechanics were recently assigned to projects at the Coraopolis facility. Additionally, a Coraopolis mechanic will soon begin a project in Parker installing auxiliary cameras on trucks. The lead mechanic who lives between the two locations often spends time working at both facilities. Moreover, the mechanics can be brought to the same location for training. Even though the evidence of employee interchange is not overwhelming, with only a couple specific examples, the Employer's evidence "of regular interchange between the two sites, while general in nature, stands unchallenged in this case." *Trane*, 339 NLRB at 868.

Moreover, the proximity between the two locations, while not close, is not too distant to prevent temporary employee interchange or joint training. The record establishes that Parker is approximately 60 miles from Coraopolis, and the Employer specifically chose Parker because it had drivers and equipment in the Parker area that were assigned to the Coraopolis terminal. Even though Mr. Young is stationed in Coraopolis, the record establishes that he has direct oversight over the Parker mechanics, and there is no evidence that his ability to effectively oversee those mechanics is in any way inhibited by the distance between the locations. "[G]eographic separation, while not determinative, gains significance where . . . there are other persuasive factors supporting the single-facility unit." *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). Here, even though the facilities are 60 miles apart, I do not find the geographic separation to be determinative because there are no persuasive factors supporting the petitioned-for single-facility unit.

Even if I were to consider the "geographic distance significant and the Employer's evidence of interchange wanting", I find the centralized control over daily operations and labor relations; lack of local autonomy; common supervision; and identical skills, duties, and other terms and conditions of employment to "outweigh the geographic distance and the lack of specificity as to the level of interchange" as the Board similarly concluded in *Trane*. *Trane*, 339 NLRB at 868. See also *Waste Management of Northwest*, 331 NLRB 309 (2000).

D. Bargaining History

There is no history of collective bargaining at either the Coraopolis or Parker locations. "The complete absence of bargaining history is at most a neutral factor in the analysis." *Trane*, 339 NLRB at 868, fn. 4. Accordingly, I find that the absence of bargaining history at either location does not weigh in favor for, or against, finding the Employer to have rebutted the single-facility presumption.

IV. FINDINGS AND CONCLUSIONS

Having carefully considered the record evidence and applying the applicable Board law to these circumstances, I find that the Employer has met its burden in rebutting the petitioned-for single-facility unit. Accordingly, I will direct an election that includes all mechanics working for the Employer at the Coraopolis and Parker locations.⁸

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows.

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁹

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. There is no contractual bar, or any other bar, to conducting an election in this matter.

5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Sections 2(6) and (7) of the Act.

6. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time mechanics employed by the Employer at its facilities located at 410 Coraopolis Road, Coraopolis, Pennsylvania and 105 Tanker Lane, Parker, Pennsylvania.

Excluded: All other employees, office clerical employees, professional employees, guards and supervisors as defined under the Act.

⁸ The Petitioner has expressed a willingness to go to an election in a unit other than the petitioned-for unit and it has a sufficient showing of interest for the larger unit.

⁹ The parties stipulated that the Employer is an Illinois corporation with an office and place of business in Coraopolis, Pennsylvania where it is engaged in the business of interstate for-hire trucking. The parties further stipulated that the Employer, during the past calendar year, a representative period, in conducting its business operations, purchased and received goods and materials valued in excess of \$50,000 directly from customers located outside the Commonwealth of Pennsylvania.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Teamsters Local 341 a/w International Brotherhood of Teamsters.

A. Election Details

The election will be conducted by United States mail.¹⁰ The specific arrangements for the mail ballot election will be contained in the Notice of Election which will issue after the issuance of this Decision and Direction of Election.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending November 7, 2020 including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

¹⁰ Both parties agreed that a mail ballot election is appropriate in this case.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **November 17, 2020**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election that will issue separately and shortly after the issuance of this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review in this case may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated: November 13, 2020

/s/ Nancy Wilson

Nancy Wilson
Regional Director
National Labor Relations Board
Region 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111